

**THE COMPANIES ACT, NO. 71 OF 2008
(AS AMENDED)**

MEMORANDUM OF INCORPORATION

of

**AYO TECHNOLOGY SOLUTIONS LIMITED
A PUBLIC COMPANY
REGISTRATION NUMBER: 1996/014461/06**

REGISTRATION DATE: 23 OCTOBER 1996

Table of Contents

	Page No
1. Interpretation	4
2. Juristic Personality	8
3. Change of Name of the Company	8
4. Ratification of Ultra Vires Acts	8
5. Limitation of Liability	9
6. Powers of the Company	9
7. Restrictive Conditions.....	9
8. Securities	9
9. Rights offer (exclusion of non-residents)	14
10. Certificates Evidencing Securities	15
11. Uncertificated Securities.....	15
12. Corporate Actions Required to Comply with the Listings Requirements	15
13. Transfer of Certificated and Uncertificated Securities	16
14. Transmission of Securities	17
15. Debt Instruments.....	18
16. Beneficial Interests in Securities.....	18
17. No Liens.....	19
18. Odd-lot Offers.....	19
19. Financial Assistance.....	20
20. The Company or a Subsidiary Acquiring the Company's Shares.....	20
21. Single Shareholder's Authority to Act	21
22. Shareholders' Meetings.....	21
23. Record Date for Determining Shareholder Rights.....	24
24. Shareholders' Meetings by Electronic Communication	24
25. Votes of Shareholders.....	25
26. Proxies and Representatives.....	26
27. Shareholder's Resolutions.....	28
28. Shareholders Acting other than at a Meeting.....	28
29. Composition and Powers of the Board of Directors	29
30. Directors' Meetings.....	32
31. Directors' Compensation	33
32. Executive Directors	34
33. Indemnification of Directors	34
34. Borrowing Powers	34
35. Committees of the Board.....	35
36. Annual Financial Statements.....	36

- 37. Company Secretary..... 37
- 38. Distributions 37
- 39. Notices 40
- 40. Amendment of Memorandum of Incorporation..... 41
- 41. Company Rules..... 42
- 42. Branch Register 42

1. Interpretation

- 1.1 In this Memorandum of Incorporation, unless the context clearly indicates a contrary intention, the following words and expressions bear the meanings assigned to them and cognate expressions bear corresponding meanings:
- 1.1.1 "**Act**" means the Companies Act, No. 71 of 2008, as amended, consolidated or re-enacted from time to time, and includes all Schedules to such Act and the Regulations;
- 1.1.2 "**Board**" or "**Directors**" means the board of directors from time to time of the Company;
- 1.1.3 "**Company**" means the company incorporated under the registration number recorded on the first page of this document;
- 1.1.4 "**CSD**" means the Central Securities Depository as defined in section 1 of the Financial Markets Act;
- 1.1.5 "**CSDP**" means a depository institution accepted by a CSD as a "participant" in terms of section 31 of the Financial Markets Act;
- 1.1.6 "**Financial Markets Act**" means the Financial Markets Act, No 19 of 2012, as amended, consolidated or re-enacted from time to time, and includes all Schedules to such Financial Markets Act, its regulations and standards;
- 1.1.7 "**IFRS**" means the International Financial Reporting Standards, as adopted from time to time by the Board of the International Accounting Standards Committee, or its successor body, and approved for use in the Republic from time to time by the Financial Reporting Standards Council established in terms of section 203;
- 1.1.8 "**JSE**" means the JSE Limited, registration number 2005/022939/06, a public company registered and incorporated in accordance with the laws of the Republic, which is licensed as an exchange under the Financial Markets Act;
- 1.1.9 "**Listings Requirements**" means the listings requirements of the JSE;
- 1.1.10 "**Ordinary Shareholder**" means, subject to section 57(1), the registered holder of an Ordinary Share issued by the Company and who is entered as such in the certificated or uncertificated Securities Register, as the case may be;

- 1.1.11 "**Ordinary Shares**" means the authorised ordinary shares of no par value in the Company from time to time, as contemplated in clause 8.1;
- 1.1.12 "**present at a meeting**" means to be present in person, or able to participate in the meeting by electronic communication, or to be represented by a proxy who is present in person or able to participate in the meeting by electronic communication;
- 1.1.13 "**Regulations**" means the regulations promulgated in terms of the Act from time to time;
- 1.1.14 "**Republic**" means the Republic of South Africa;
- 1.1.15 "**Security/ies**" means any Shares, debentures, debenture stock, debenture bonds, loan stock, notes or other instruments, irrespective of their form or title, issued or authorised to be issued by the Company;
- 1.1.16 "**Securities Holder**" or "**Holder**" means the registered holder of a Security issued by the Company and who is entered as such in the certificated or uncertificated Securities Register, as the case may be;
- 1.1.17 "**Securities Register**" means the register of the Company contemplated in section 50(1);
- 1.1.18 "**Shareholder**" means, subject to section 57(1), the registered holder of a Share issued by the Company and who is entered as such in the certificated or uncertificated Securities Register, as the case may be;
- 1.1.19 "**Shares**" means the Ordinary Shares and any other shares in the Company, from time to time; and
- 1.1.20 "**Subsidiary**" means a subsidiary as contemplated in section 3, whether incorporated in South Africa or elsewhere.
- 1.2 In this Memorandum of Incorporation, unless the context clearly indicates otherwise:
- 1.2.1 words and expressions defined in the Act and which are not defined herein shall have the meanings given to them in the Act;
- 1.2.2 a reference to a section by number refers to the corresponding section of the Act at the date on which this Memorandum of Incorporation is filed, notwithstanding the renumbering of such section after the date on which the

- Company is incorporated or on which this Memorandum of Incorporation is filed;
- 1.2.3 clause headings are for convenience only and are not to be used in its interpretation;
- 1.2.4 an expression which denotes:
- 1.2.4.1 any gender includes the other genders;
- 1.2.4.2 a natural person includes a juristic person and *vice versa*; and
- 1.2.5 the singular includes the plural and *vice versa*.
- 1.3 Any reference in this Memorandum of Incorporation to:
- 1.3.1 "**days**" means calendar days unless qualified by the word "**business**", in which instance a "**business day**" will be any day other than a Saturday, Sunday or public holiday as gazetted by the government of the Republic from time to time;
- 1.3.2 "**law**" means any law of general application and includes the common law and any statute, constitution, decree, treaty, regulation, directive, standard, regulatory instrument, ordinance, by-law, order or any other enactment of legislative measure of government (including local and provincial government) statutory or regulatory body which has the force of law and a reference to any statutory enactment shall be construed as a reference to that enactment as amended or substituted from time to time; and
- 1.3.3 "**writing**" means legible writing and in English and includes printing, typewriting, lithography or any other mechanical process, as well as any electronic communication in a manner and a form permitted in terms of the Act and/or the Regulations.
- 1.4 The words "**include**" and "**including**" mean "**include without limitation**" and "**including without limitation**". The use of the words "**include**" and "**including**" followed by a specific example or examples shall not be construed as limiting the meaning of the general wording preceding it.
- 1.5 Unless otherwise provided, defined terms appearing in this Memorandum of Incorporation in title case shall be given their meaning as defined, while the same

terms appearing in lower case shall be interpreted in accordance with the meaning defined in the Act, failing which, in the latter case, their plain English meaning.

- 1.6 Unless specifically otherwise provided, any number of days prescribed shall be determined by excluding the first and including the last day or, where the last day falls on a day that is not a business day, the next succeeding business day.
- 1.7 Where figures are referred to in numerals and in words, and there is any conflict between the two, the words shall prevail, unless the context indicates a contrary intention.
- 1.8 Each provision and each sentence and each part of a sentence in this Memorandum of Incorporation is separate and severable from each other, and to the extent any provision or sentence or part thereof is found to be illegal or unenforceable or inconsistent with or contravenes any provision of the Act and/or the Listings Requirements, or void, such provision or sentence or part thereof may to that extent only be modified or severed from the Memorandum of Incorporation, so that the remaining part of that provision or sentence or part thereof, as the case may be, is legal, enforceable or consistent with or does not contravene the Act and/or the Listings Requirements or is not void.
- 1.9 If any provision of this Memorandum of Incorporation imposes any obligation or requirement pursuant only to the Listings Requirements, then:
- 1.9.1 unless the Company is a "listed company", as such term is defined in the Listings Requirements, any such provision or requirement shall be deemed not to apply to the Company; and
- 1.9.2 insofar as the JSE exempts or no longer requires compliance with such obligation or requirement, the obligation or requirement shall be deemed not to apply to the Company.
- 1.10 If any provision of this Memorandum of Incorporation limits, restricts or prohibits any power or authority of the Company or the Board pursuant only to the Listings Requirements, then insofar as such limitation, restriction or prohibition is waived, relaxed, repealed or amended by the JSE, the power or authority shall be deemed not to be subject to such limitation, restriction or prohibition to the extent of such waiver, relaxation, repeal or amendment without anything further being required.
- 1.11 To the extent that any provisions of this MOI are based on any unalterable provisions of the Act and any of those provisions are amended, the Directors are

authorised to amend this Memorandum of Incorporation, subject to the approval thereof by the JSE, to reflect such amendments (to the extent that such amendments will in any event apply to the Company by operation of law).

1.12 If any provision of this Memorandum of Incorporation has been inserted to comply with a then applicable provision of the Listings Requirements, which is subsequently removed or modified, the provision in question shall no longer apply if the relevant provision has been removed or shall apply as modified in the Listings Requirements. The Directors are authorised to amend this Memorandum of Incorporation to reflect such removal or modification, subject to the approval thereof by the JSE.

1.13 Any reference in this Memorandum of Incorporation to "**this Memorandum of Incorporation**" shall be construed as a reference to this Memorandum of Incorporation as amended from time to time.

2. **Juristic Personality**

2.1 The Company is incorporated in accordance with and governed by:

2.1.1 the unalterable provisions of the Act, save to the extent that this Memorandum of Incorporation imposes on the Company a higher standard, greater restriction, longer period of time or similarly more onerous requirement;

2.1.2 the alterable provisions of the Act, subject to the limitations, extensions, variations or substitutions set out in this Memorandum of Incorporation; and

2.1.3 the other provisions of this Memorandum of Incorporation.

2.2 The Company may offer its Securities to the public and the transferability of the Securities of the Company is not restricted.

3. **Change of Name of the Company**

Any change of the name of the Company must be approved by a special resolution of the Ordinary Shareholders and the proposed new name must comply with the requirements of the Act.

4. **Ratification of *Ultra Vires* Acts**

Save to the extent otherwise agreed with the JSE, it shall not be competent for any resolution to be proposed to the Ordinary Shareholders for adoption in terms of section 20(2) if such resolution would lead to the ratification of an act on behalf of the Company that is contrary to the Listings Requirements.

5. **Limitation of Liability**

No person shall, solely by reason of being an incorporator, Securities Holder or Director of the Company, be liable for any liabilities or obligations of the Company.

6. **Powers of the Company**

6.1 The Company has all of the legal powers and capacity contemplated in the Act, and no provision contained in this Memorandum of Incorporation should be interpreted or construed as negating, limiting, or restricting those powers in any way whatsoever.

6.2 To the extent that the Act or the Listings Requirements require a company to be expressly authorised by its Memorandum of Incorporation to do anything, the Company is, by this provision, conferred with the requisite authority to do so, subject to any express limitations set out in this Memorandum of Incorporation.

7. **Restrictive Conditions**

This Memorandum of Incorporation does not contain any restrictive conditions applicable to the Company as contemplated in section 15(2)(b) or (c).

8. **Securities**

8.1 As at the date upon which this Memorandum of Incorporation is filed, the Company is authorised to issue:

8.1.1 2 000 000 000 (two billion) Ordinary Shares of no par value, each of which rank *pari passu* in all respects; and

8.1.2 50 000 (fifty thousand) redeemable preference shares of R0.10 each.

8.2 Each of the Ordinary Shares of the Company entitles an Ordinary Shareholder to the right to be entered into the Securities Register as the registered holder of that Ordinary Share and:

8.2.1 the right to vote on any matter to be decided by the holders of Ordinary Shares in the Company and to 1 (one) vote in the case of a vote by means of a poll;

8.2.2 the right, in person or by proxy, to attend, participate in, and speak at any meeting of the holders of Ordinary Shares in the Company;

- 8.2.3 the right to participate proportionally in any distribution made by the Company in respect of the Ordinary Shares;
- 8.2.4 subject to such preferences as may be accorded to the classes of Shares in existence from time to time, the right to receive proportionally the total net assets of the Company remaining upon its liquidation; and
- 8.2.5 any other rights attaching to the Ordinary Shares in terms of the Act or any other law,

in each case in accordance with and subject to the further provisions of the MOI applicable to the Ordinary Shares.

- 8.3 The Board may, subject to the Listings Requirements and the further provisions of this clause 8.3, resolve to issue Securities at any time, but only within the classes and to the extent that those Securities have been authorised by or in terms of this Memorandum of Incorporation.

- 8.4 As regards the issue of Securities, including options in respect thereof:

- 8.4.1 that require the approval of a special resolution as contemplated in sections 41(1) and (3) or as contemplated in the Listings Requirements, the Directors shall not have the power to allot or issue same without the prior approval of a special resolution of the Ordinary Shareholders;

- 8.4.2 that require the approval of an ordinary resolution in terms of the Act or the Listings Requirements, the Directors shall not have the power to allot or issue same, without the prior approval of an ordinary resolution of the Ordinary Shareholders;

- 8.4.3 other than as contemplated in clauses 8.4.1 and 8.4.2, the Directors shall have the power to allot or issue same, without any Securities Holders' approval, provided that the JSE has granted the requisite consent to the listing of such Securities and/or such issue is made subject to the Listings Requirements, as applicable.

- 8.5 The Board shall have the authority, as contemplated in section 47, to:

- 8.5.1 approve the issuing of any authorised Shares as capitalisation Shares on a *pro rata* basis to the Holders of one or more classes of Shares;

- 8.5.2 issue Shares of one class as capitalisation Shares in respect of Shares of another class; or
- 8.5.3 resolve to permit Shareholders to elect to receive a cash payment *in lieu* of a capitalisation Share, provided that the Board may not resolve to do so unless it:
- 8.5.3.1 has considered the solvency and liquidity test, as required by section 46, on the assumption that every such Shareholder would elect to receive cash; and
- 8.5.3.2 is satisfied that the Company would satisfy the solvency and liquidity test immediately upon the completion of the distribution.
- 8.6 Notwithstanding section 38, or anything contained in this Memorandum of Incorporation to the contrary, Ordinary Shareholders in general meeting may by ordinary resolution authorise the Directors to issue unissued Securities and to grant options to subscribe for unissued Securities as the Directors in their discretion may deem fit, provided that such corporate actions have been approved by the JSE (if necessary) and comply with the Listings Requirements and the Act, however, the approval of the Ordinary Shareholders will not be required in terms of this clause 8.6 for such issue unless it is required in terms of the Listings Requirements or the Act.
- 8.7 If the Company proposes to issue any Shares (or options over Shares) other than (it being understood that each of the issues set out in paragraphs 8.7.1 to 8.7.9 shall not require Shareholders' approval, or further Shareholders' approval, as applicable):
- 8.7.1 Shares issued in terms of options or conversion rights, provided that such options or conversion rights have been previously approved, to the extent necessary;
- 8.7.2 Shares issued in terms of a rights offer to be undertaken by the Company;
- 8.7.3 Shares to be held under an employee share scheme in terms of section 97, a share incentive scheme which complies with the provisions of Schedule 14 of the Listings Requirements or any other employee share option or incentive scheme, provided that such issue of Shares was previously approved, to the extent required;
- 8.7.4 capitalisation Shares contemplated in section 47;

- 8.7.5 Shares issued pursuant to a scrip dividend, as contemplated by the Listings Requirements;
- 8.7.6 Shares issued or to be issued as consideration for any assets, corporeal or incorporeal, or for services rendered;
- 8.7.7 Shares issued for cash pursuant to a general or specific approval given by the Shareholders in general meeting;
- 8.7.8 the Share issue otherwise falls within a category in respect of which it is not, in terms of the Listings Requirements, a requirement for the relevant Shares to be so offered to existing Shareholders; or
- 8.7.9 Shares (or other Securities as applicable) issued in accordance with an authority approved by Shareholders (or other relevant Securities Holders, if applicable) in general meeting,

each Shareholder already holding issued Shares in the class of Shares (or options for such Shares where an offer for options shall be *pro rata* in the same way as an offer for Shares) proposed to be issued has the right, before any other person who is not a Holder of that class of Shares (or options for Shares), to be offered, on such terms and in compliance with such procedures as the Board may determine, to subscribe for, that number of the Shares (or options for Shares) proposed to be issued which in relation to the total number of Shares (or options for Shares) proposed to be issued or granted, as the case may be, bears the (as close as possible) same ratio (as determined by the Board) as the number of Shares in that class already registered in the Shareholder's name at the time of such offer bears to the then total number of issued Shares (or options for Shares) in that class, calculated at the time the offer was made, provided that if any entitlement to a fraction of a Share pursuant to such an offer arises, such entitlement should be calculated in accordance with the prevailing Listings Requirements. After the expiration of the time within which an offer may be accepted, or on the receipt of an intimation from the person to whom the offer is made that he declines to accept the Share offered, the Directors may, subject to the foregoing provisions, issue such Share in such manner as they consider most beneficial to the Company. The Directors may exclude any Shareholders or category of Shareholders from an offer contemplated in this clause 8.7 if and to the extent that they consider it necessary or expedient to do so because of legal impediments or compliance with the laws or the requirements of any regulatory body of any territory, outside of South Africa, that may be applicable to the offer.

- 8.8 The provisions of clause 8.7 will apply *mutatis mutandis* to an issue of a class of authorised Shares which have not been issued, based on the percentage voting rights which that Shareholder has in relation to the aggregate general voting rights, calculated at the time the offer was made.
- 8.9 At all times whilst the Company's Ordinary Shares are listed on the JSE, the Company may only issue Ordinary Shares which are fully paid up and freely transferable and the Company shall not issue any Ordinary Shares in terms of sections 40(5) to 40(7).
- 8.10 The Company may pay to any person:
- 8.10.1 a commission for subscribing or agreeing to subscribe (whether absolutely or conditionally); or
- 8.10.2 a brokerage for procuring or agreeing to procure subscriptions (whether absolutely or conditionally),
- for any Securities issued or to be issued by the Company, provided that, for so long as any Securities of the Company are listed on the JSE, any such commission or brokerage shall not exceed 10% (ten percent) of the consideration payable for such subscription.
- 8.11 Commission may be paid out of capital or profits, whether current or accumulated, or partly out of the one and partly out of the other.
- 8.12 Such commission may be paid in cash or, if authorised by the Company in general meeting, by the allotment of fully or partly paid-up Securities, or partly in one way and partly in the other.
- 8.13 The Board shall not have the power to:
- 8.13.1 determine the preferences, rights, limitations or other terms of any Securities;
- 8.13.2 increase or decrease the number of authorised Securities;
- 8.13.3 consolidate and reduce the number of the Company's issued and authorised Securities of any class;
- 8.13.4 subdivide the Company's Securities of any class by increasing the number of its issued or authorised Securities of that class; or
- 8.13.5 convert any par value Securities into Securities not having a par value.

8.14 The Ordinary Shareholders shall have the sole authority to undertake the following actions by a special resolution amending this Memorandum of Incorporation, namely to:

8.14.1 increase or decrease the number of authorised Securities of any class;

8.14.2 create any new class or classes of authorised Securities;

8.14.3 consolidate or subdivide (or both) any:

8.14.3.1 authorised but unissued Securities of any class; and

8.14.3.2 issued Securities of any class,

provided that no such action shall be proposed or passed unless approved by a special resolution of the Securities Holders of the Securities in that class and provided further that no par value Securities may be subdivided;

8.14.4 reclassify any Securities that have been authorised but not issued;

8.14.5 classify any unclassified Securities that have been authorised but are not issued;

8.14.6 determine the preferences, rights, limitations and other terms of any Securities that have been authorised but not issued;

8.14.7 vary the preferences, rights, limitations and other terms of any issued or unissued Securities;

8.14.8 change the name of the Company;

8.14.9 convert any class of authorised Securities into Securities of another class; and

8.14.10 convert any par value Securities to no par value Securities.

8.15 If the Ordinary Shareholders act pursuant to the authority contemplated in clause 8.14, the Company must file a notice of amendment of this Memorandum of Incorporation in accordance with section 16(7).

9. Rights offer (exclusion of non-residents)

9.1 The Company may apply to the Companies and Intellectual Property Commission to exclude from any rights offer any category of holders of the Company's Securities who are not resident within South Africa, in terms of section 99(7).

9.2 Notwithstanding clause 9.1, any *pro rata* offer of any Securities to any person shall be subject to the possible exclusion of any persons who are prohibited by any law of any country to whose jurisdiction they are subject, from participation in that offer.

10. **Certificates Evidencing Securities**

10.1 Securities which are of a class listed on the JSE shall, subject to the Listings Requirements and clause 11 below, be issued in the form of "uncertificated" Securities; provided that the Directors shall, subject to applicable law be entitled to resolve that Securities be issued in certificated form.

10.2 In respect of existing Securities issued in certificated form, a certificate evidencing any Securities of the Company must comply with the formalities and content prescribed by section 51 and may otherwise be in such form as the Board prescribes from time to time.

10.3 If a certificate is defaced, lost or destroyed, it may be replaced with a duplicate certificate endorsed "**Duplicate Certificate**" on payment of such reasonable fee, if any, and on such terms, if any, as to evidence and indemnity as the Board may determine.

10.4 A certificate registered in the names of two or more persons shall be delivered to the person first-named in the Securities Register as a holder thereof, and delivery of a certificate to that person shall be a sufficient delivery to all joint holders of that Security.

11. **Uncertificated Securities**

11.1 In terms of section 52(4), the CSDP or CSD, and not the Company, must provide a regular statement to each person for whom any uncertificated Securities are held in the uncertificated Securities Register. The Company shall not issue certificates or statements evidencing or purporting to evidence title to uncertificated Securities of the Company.

11.2 A person who is entitled to and wishes to inspect the uncertificated Securities Register may do so only through the Company and in accordance with the rules of the CSD in terms of section 52(2) read with section 26.

12. **Corporate Actions Required to Comply with the Listings Requirements**

The Company shall, for so long as the Company's Securities are listed on the JSE, ensure that all of the Company's corporate actions comply with the Listings Requirements,

including (but not limited to) all issues of Shares for cash and all issues of options and convertible securities granted or issued for cash.

13. **Transfer of Certificated and Uncertificated Securities**

13.1 **Transfer of certificated Securities**

13.1.1 The instrument of transfer of any certificated Security shall be signed by the transferor and the transferor shall be deemed to remain the Holder of such certificated Security until the name of the transferee is entered in the Securities Register.

13.1.2 Subject to such restrictions as may be applicable (whether by virtue of the preferences, rights, limitations or other terms associated with the Securities in question), and particularly to the provisions of this clause 13 and clause 14, any Securities Holder or holder of certificated Securities may transfer all or any of its certificated Securities by instrument in writing in any usual or common form or any other form which the Directors may approve.

13.1.3 Every instrument of transfer shall be delivered to the principal place of business of the Company, accompanied by:

13.1.3.1 the certificate issued in respect of the certificated Securities to be transferred; and/or

13.1.3.2 such other evidence as the Company may require to prove the title of the transferor, or its right to transfer the certificated Securities,

and the Directors may decline to recognise any instrument of transfer unless it is accompanied by the certificate of the certificated Securities to which it relates and such other evidence as the Directors may reasonably require to show the right of the transferor to make the transfer and unless the Securities transfer tax thereon has been paid.

13.1.4 All authorities to sign transfer deeds granted by the Securities Holders for the purpose of transferring Securities which may be lodged, produced or exhibited with or to the Company or its registered office shall, as between the Company and the grantor of such authorities, be deemed to continue and remain in full force and effect, and the Company may allow the same to be acted upon until such time as express notice in writing of the revocation of the same shall have been given and lodged at such of the Company's offices at which the authority was first lodged, produced or exhibited. Even after the giving and lodging of

such notice, the Company shall be entitled to give effect to any instruments signed under the authority to sign and certified by any officer of the Company as being in order before the giving and lodging of such notice. The Company shall not be bound to allow the exercise of any act or matter by an agent for a Securities Holder unless a duly certified copy of such agent's authority is produced and filed with the Company.

- 13.1.5 All instruments of transfer, when registered, shall either be retained by the Company or disposed of in such manner as the Directors shall from time to time decide. Any instrument of transfer which the Directors may decline to register shall (unless the Directors shall resolve otherwise) be returned on demand to the person who lodged it.

13.2 **Transfer of uncertificated Securities**

A transfer of uncertificated Securities of the Company shall be effected in terms of section 53 read with the rules of the relevant CSD.

13.3 **Securities transfer tax**

Securities transfer tax payable in respect of any transfer of listed Securities pursuant to this Memorandum of Incorporation will be paid by the relevant Central Securities Depository as a participant in that Central Securities Depository, but will be recoverable from (i) the person to whom that listed Security is transferred; or (ii) the Company, where the listed Security is cancelled or redeemed. Securities transfer tax payable in respect of any transfer of unlisted Securities pursuant to this Memorandum of Incorporation will be paid by the Company to the extent that the Company is liable therefor in law, but shall, to that extent, be recoverable from the person acquiring such unlisted Securities.

14. **Transmission of Securities**

- 14.1 The executor of the estate of a deceased sole Holder of a Security shall be the only person recognised by the Company as having any title to the Security. In the case of a Security registered in the names of 2 (two) or more Holders, the survivor or survivors, or the executor of any deceased Holder shall be the only person recognised by the Company as having any title to the Security. Any person who submits proof of his appointment as the executor, administrator, trustee, curator, or guardian in respect of the estate of a deceased Securities Holder, or of a Securities Holder whose estate has been sequestrated or of a Securities Holder who is otherwise under a disability or as the liquidator of any body corporate which is a

holder, shall be entered in the Securities Register of the Company *nomine officii*, and shall thereafter, for all purposes, be deemed to be a Holder of the Security concerned.

14.2 Subject to the provisions of clause 14.1, any person becoming entitled to any Security by virtue of the death of a Holder of such Security shall, upon producing such evidence that he has such title or rights as the Directors think sufficient, have the right either to have such Security transferred to himself or to make such other transfer of the Security as such Securities Holder could have made; provided that, in respect of a transfer other than to himself:

14.2.1 the Directors shall have the same right to refuse or suspend registration as they would have had in the case of a proposed transfer of such Security by such Securities Holder before his death; and

14.2.2 a person becoming entitled to any Security shall not, unless and until he is himself registered as a Securities Holder in respect of such Security, be entitled to exercise any voting or other right attaching to such Security or any other right relating to meetings of the Company.

14.3 A person to whom Securities have been issued or transferred shall, in order for that person's name to be entered in the Securities Register or the records to be administered and maintained by a CSDP or CSD as the Company's uncertificated Securities Register in terms of section 50(3), provide to the Company, CSDP or CSD, as the case may be, all the information relating to that person which is required to be included in the Securities Register, including the uncertificated Securities Register, in terms of the Act, the Regulations, the Listings Requirements or in terms of this Memorandum of Incorporation.

15. Debt Instruments

15.1 The Board may authorise the Company to issue secured or unsecured debt instruments, as set out in section 43(2).

15.2 Debt instruments shall not be issued with special privileges, including attending and voting at general meetings and the appointment of Directors.

16. Beneficial Interests in Securities

The Company's issued Securities may be held by, and registered in the name of, one person for the beneficial interest of another person as set out in section 56(1).

17. **No Liens**

Securities in the Company shall not be subject to any lien in favour of the Company.

18. **Odd-lot Offers**

18.1 For purposes hereof:

18.1.1 "**Odd-lot**" means any total holding by a Securities Holder (which for the purposes of this clause 18 shall include a dematerialised Securities Holder without "own-name registration" that holds the Securities through a nominee in accordance with the rules and procedures of Strate Proprietary Limited) of less than 100 Securities (or such other number as may be permitted by the JSE), or any total holding by a Securities holder of less than 100 Securities (or such other number as may be permitted by the JSE) or a minimum number of Securities with an aggregate nominal value of less than R100.00 (or such other rand amount as may be permitted by the JSE);

18.1.2 "**Odd-lot Offer**" means an offer by the Company, or its nominee (which for the avoidance of doubt shall include any of the Company's Subsidiaries from time to time), to the holders of Odd-lots in terms of which the holders of the Odd-lots may elect to retain their holdings or sell their Odd-lots, subject to the Listings Requirements to the extent applicable.

18.2 The Company, or its nominee may make and implement Odd-lot Offers on such terms and conditions as the Board may determine, in accordance with and subject to the Listings Requirements (which shall for the avoidance of doubt include any Securities Holder approval required in terms of the Listings Requirements, it being recorded that it will be competent for the Company to procure any Securities Holder approval required for an Odd-lot Offer by written resolution of the relevant Securities Holders as envisaged in 28.1) or as otherwise permitted by the JSE; and if it does so and any Securities Holder who qualifies to participate in that Odd-lot Offer does not elect any of the election alternatives (namely to retain their Odd-lots or to sell their Odd-lots) in accordance with the terms of the Odd-lot Offer, such holder (and any person with a beneficial interest in such Odd-lots) shall be deemed to have agreed to sell the Odd-lots, and the Company, or its nominee shall be entitled (on implementation of the Odd-lot Offer) to cause the Odd-lots to be sold on behalf of such persons to any party (including the Company) on such terms and conditions as the Board may determine; provided that the Company shall account to the

registered holders, after deducting the costs of the sales, if any, for the remaining proceeds (if any) attributable to them pursuant to the sale of such Odd-lots.

- 18.3 All unclaimed proceeds of Odd-lot sales shall be held by the Company in trust in a suitable interest bearing account, as determined by the Board in its discretion, in terms of which interest will accrue for the benefit of the relevant Shareholders, until lawfully claimed by the relevant Shareholders, but subject to the provisions of clause 38.2.10 and the laws of prescription from time to time, or until the Company is wound up.

19. Financial Assistance

The Board may authorise the Company to provide financial assistance in accordance with the provisions of sections 44 and 45, and the authority of the Board in this regard is not limited or restricted by this Memorandum of Incorporation.

20. The Company or a Subsidiary Acquiring the Company's Shares

- 20.1 The Board may determine that:

20.1.1 the Company will acquire a number of its own Shares; or

20.1.2 a Subsidiary of the Company will acquire a number of Shares in the Company, subject to the provisions of section 48 and the Listings Requirements; provided that a *pro rata* repurchase by the Company of its Shares from all Shareholders will not require Shareholders' approval other than in circumstances contemplated in clause 20.2.

- 20.2 A decision by the Board contemplated in clause 20.1:

20.2.1 for as long as it is required in terms of the Listings Requirements, must be approved by a special resolution of the Shareholders, whether in respect of a particular repurchase or generally approved by Shareholders and such acquisition shall otherwise comply with sections 5.67 to 5.69 of the Listings Requirements (or such other sections as may be applicable from time to time) and must be approved by a special resolution of the Shareholders of the class of Shares concerned if any Shares are to be acquired by the Company from a Director or Prescribed Officer of the Company; and

20.2.2 is subject to the requirements of sections 114 and 115 if, considered alone or together with other transactions in an integrated series of transactions, it

involves the acquisition by the Company of more than 5% (five percent) of the issued Shares of any particular class of the Company's Shares.

21. **Single Shareholder's Authority to Act**

Subject to the provisions of the Act and the Listings Requirements, if, at any time, as contemplated in section 57(2), the Company has only 1 (one) Shareholder:

- 21.1 that Shareholder may exercise any and all of the voting rights pertaining to the Company, at any time, without notice or compliance with any other internal formalities as set out in that section, and such power is not limited or restricted by this Memorandum of Incorporation; and
- 21.2 the provisions of clauses 22 (*Shareholders' Meetings*), 24 (*Shareholders' Meetings by Electronic Communication*), 25 (*Votes of Shareholders*), 27 (*Shareholders' Resolutions*) and 28 (*Shareholders Acting Other Than at a Meeting*) shall not apply to the Company.

22. **Shareholders' Meetings**

22.1 **Requirement to hold Shareholders' meetings**

- 22.1.1 The Board, or any prescribed officer or Shareholders of the Company authorised by the Board, is entitled to call a Shareholders' meeting at any time.
- 22.1.2 Notwithstanding any provision of the Act to the contrary, and in addition to other meetings of Shareholders that may be convened from time to time, the Company shall convene annual general meetings of its Ordinary Shareholders from time to time in accordance with the provisions of the Act and the Listings Requirements.
- 22.1.3 Save as otherwise provided herein, the Company is not required to hold any Shareholders meetings other than those specifically required by the Act and/or the Listings Requirements.

22.2 **Location of Shareholders meetings**

The Board may determine the location of any Shareholders meeting, and the Company may hold any such meeting in the Republic or in any foreign country, and the authority of the Board and the Company in this regard is not limited or restricted by this Memorandum of Incorporation.

22.3 **Notice of Shareholders' meetings**

22.3.1 A notice of a Shareholders' meeting must be delivered:

22.3.1.1 to each of the applicable Shareholders as of the applicable record date for delivery of that notice and entitled to vote at such meeting;

22.3.1.2 to the auditors for the time being of the Company in terms of section 93(1)(c)(ii); and

22.3.1.3 if expressly required in terms of an instrument appointing a proxy which has been delivered to the Company, to the proxy or proxies of a Shareholder,

in such form and content as prescribed in section 62(3), at least 15 business days before the date on which the meeting is to begin in the case of both ordinary resolutions and special resolutions unless, in terms of section 62(2A), the meeting is called on a shorter period of notice.

22.3.2 The accidental omission to give notice of any meeting to any particular Shareholders who, either alone or together, hold 5% (five percent) or less of the Shares in the Company shall not invalidate any resolution passed at any such meeting.

22.4 **Quorum for Shareholders' meetings**

22.4.1 A Shareholders' meeting may not begin until:

22.4.1.1 if the Company has more than two Shareholders, at least three Shareholders are present at the meeting; and

22.4.1.2 sufficient Shareholders are present at the meeting to exercise, in aggregate, at least 25% (twenty five percent) of all the voting rights that are entitled to be exercised in respect of at least one matter to be decided at the meeting.

22.4.2 A matter to be decided at the Shareholders' meeting may not begin to be considered unless:

22.4.2.1 if the Company has more than two Shareholders, at least three Shareholders are present at the meeting; and

22.4.2.2 sufficient Shareholders are present at the meeting to exercise, in aggregate at least 25% (twenty five percent) of all the voting rights that are entitled to be exercised on that matter at the time the matter is called on the agenda.

22.5 **Adjournment of Shareholders' meetings**

22.5.1 The time periods allowed in section 64(4) and (5) apply to the Company.

22.5.2 There shall be no limitation on the period for which a Shareholders' meeting may be adjourned.

22.6 **Chairperson**

22.6.1 The chairperson, if any, of the Board shall preside as chairperson at every Shareholder's meeting.

22.6.2 If there is no such chairperson, or if at any meeting he is not present within 15 (fifteen) minutes after the time appointed for holding the meeting or is unwilling or unable to act as chairperson, the Directors present shall choose 1 (one) of their number to be chairperson. If no Director is willing to act as chairperson or if no Director is present within 15 (fifteen) minutes after the time appointed for holding the meeting, the Shareholders present shall choose one of their number to be chairperson of the meeting.

22.6.3 The chairperson of a Shareholder's meeting may:

22.6.3.1 appoint any firm or persons to act as scrutineers for the purpose of checking any powers of attorney and proxies received and for counting the votes at the meeting;

22.6.3.2 act on a certificate given by any such scrutineers without requiring production at the meeting of the forms of powers of attorney and proxies or himself counting the votes (whether by a show of hands or on a poll).

22.7 **Objections or errors in voting**

22.7.1 If any votes were counted which ought not to have been counted or if any votes were not counted which ought to have been counted, the error shall not vitiate the resolution, unless:

22.7.1.1 it is brought to the attention of the chairperson at the meeting; and

22.7.1.2 in the opinion of the chairperson of the meeting, it is of sufficient magnitude to vitiate the resolution.

22.7.2 Any objection to the admissibility of any vote (whether on a show of hands or on a poll) shall be raised:

22.7.2.1 at the meeting or adjourned meeting at which the vote objected to was recorded; or

22.7.2.2 at the meeting or adjourned meeting at which the result of the poll was announced, and every vote not then disallowed shall be valid for all purposes. Any objection made timeously shall be referred to the chairperson of the meeting, whose decision shall be final and conclusive.

22.8 **Attendance by Directors**

Even if he is not a Shareholder, any Director may attend and speak at any general meeting, but may not vote, unless he is a Shareholder or the proxy or representative of a Shareholder.

22.9 **Orderly conduct of Shareholders' meetings**

The chairperson of a Shareholders' meeting can take any action he or she considers appropriate for the proper and orderly conduct of the business to be carried out at the meeting. The chairperson's decision on points of order, matters of procedure or matters that arise incidentally from the business of the meeting (including whether or not a matter falls in these categories) shall be final.

23. **Record Date for Determining Shareholder Rights**

Notwithstanding anything contained in this Memorandum of Incorporation to the contrary, while any of the Shares of the Company are listed on the JSE, the record date for the purposes of determining Shareholder rights shall be determined in accordance with the Listings Requirements.

24. **Shareholders' Meetings by Electronic Communication**

The Company may conduct a Shareholders meeting entirely by electronic communication or provide for participation in a meeting by electronic communication, as set out in section 63, and the power of the Company to do so is not limited or restricted by this Memorandum of Incorporation.

25. **Votes of Shareholders**

- 25.1 Subject to any special rights or restrictions as to voting attached to any Shares by or in accordance with this Memorandum of Incorporation, at a meeting of the Company:
- 25.1.1 every person present and entitled to exercise voting rights shall be entitled to 1 (one) vote on a show of hands, irrespective of the number of voting rights that person would otherwise be entitled to exercise; and
- 25.1.2 on a poll, any person who is present at the meeting, whether as a Shareholder or as proxy for a Shareholder, has the number of votes determined in accordance with the voting rights associated with the Shares held by that Shareholder.
- 25.2 Voting shall be conducted by means of a polled vote in respect of any matter to be voted on at a meeting of Shareholders if a demand is made for such a vote:
- 25.2.1 by Shareholders in accordance with the provisions of the Act; or
- 25.2.2 by the chairperson of the meeting.
- 25.3 At any meeting of the Company a resolution put to the vote of the meeting shall be decided on a show of hands, unless a poll is (before or on the declaration of the result of the show of hands) demanded in accordance with the provisions of clause 25.2, and unless a poll is so demanded, a declaration by the chairperson that a resolution has, on a show of hands, been carried or carried unanimously or by a particular majority or defeated, and an entry to that effect in the book containing the minutes of the proceedings of the Company, shall be conclusive evidence of the fact, without proof of the number or proportion of the votes recorded in favour of or against such resolution. The demand for a poll may be withdrawn.
- 25.4 If a poll is duly demanded, it shall be taken in such manner as the chairperson directs, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded. In computing the majority on the poll, regard shall be had to the number of votes to which each Shareholder is entitled.
- 25.5 In the case of an equality of votes, whether on a show of hands or on a poll, the chairperson of the meeting at which the show of hands takes place, or at which the poll is demanded, shall not be entitled to a second or casting vote.

- 25.6 A poll demanded on the election of a chairperson (as contemplated in clause 22.6.2) or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken at such time as the chairperson of the meeting directs. The demand for a poll shall not prevent the continuation of a meeting for the transaction of any business other than the question upon which the poll has been demanded.
- 25.7 Where there are joint registered Shareholders, any 1 (one) of such persons may exercise all of the voting rights attached to that Share at any meeting, either personally or by proxy, as if he were solely entitled thereto. If more than 1 (one) of such joint holders are present at any meeting, personally or by proxy, the person so present whose name stands first in the Securities Register in respect of such Share shall alone be entitled to vote in respect thereof.
- 25.8 The board of any company or the controlling body of any other entity or Shareholder may authorise any person to act as its representative at any meeting of Shareholders of the Company, in which event the following provisions will apply:
- 25.8.1 the person so authorised may exercise the same powers of the authorising company, entity or person as it could have exercised if it were a Shareholder; and
- 25.8.2 the authorising company, entity or person shall lodge a resolution (or other written delegation of authority) of the board or controlling body of such company, entity or person confirming the granting of such authority, and certified under the hand of the chairperson or secretary thereof, with the Company before the commencement of any Shareholders' meeting at which such person intends to exercise any rights of such Shareholder, unless excused from doing so by the chairman of such meeting.

26. Proxies and Representatives

- 26.1 Any Shareholder may at any time appoint any natural person (or two or more natural persons concurrently), including a natural person who is not a Shareholder, as a proxy in accordance with and for the purposes set out in the Act.
- 26.2 The holder of a power of attorney or other written authority from a Shareholder may, if so authorised thereby, represent such Shareholder at any meeting of the Company and such holder shall deliver the power of attorney or other written authority (if any), or a copy thereof, to the Company before such holder exercises any rights of the Shareholder at a Shareholder's meeting.

26.3 All of the remaining provisions of the Act relating to the appointment and revocation of proxies and the rights of proxies generally shall apply provided that:

26.3.1 a Shareholder or his proxy must deliver to the Company a copy of the instrument appointing a proxy before the commencement of the meeting at which the proxy intends to exercise that Shareholder's rights; and

26.3.2 unless the instrument appointing a proxy provides otherwise, a Shareholder's proxy may decide, without direction from the Shareholder, whether to exercise or abstain from exercising any voting right of the Shareholder, as set out in section 58(7), and none of such rights or powers are limited, restricted or varied by this Memorandum of Incorporation.

26.4 Every instrument of proxy shall, as far as circumstances permit, be substantially in the following form, or in such other form as the Directors may approve from time to time:

"I/We _____

being a shareholder of Ayo Technology Solutions Limited do hereby appoint _____ or failing him _____ or failing him, the chairperson of the meeting as my/our proxy to vote or abstain from voting on my/our behalf at the meeting of the Company to be held at _____ on _____ and at any adjournment thereof as follows:-

	<i>In favour of</i>	<i>Against</i>	<i>Abstain</i>
<i>Special Resolution 1</i>
<i>Ordinary Resolution 1</i>

(Indicate instruction to proxy by way of a cross in space provided above). Except as instructed above or if no instructions are inserted above, my/our proxy may vote as he thinks fit.

SIGNED this _____ day of _____

SHAREHOLDER'S SIGNATURE

(Note: A shareholder entitled to attend, speak and vote is entitled to appoint a proxy to attend, speak and vote in his stead, and such proxy need not be a shareholder of the Company)."

26.5 A vote cast or act done in accordance with the terms of a proxy form shall be deemed to be valid notwithstanding:

26.5.1 the previous death, insanity, or any other legal disability of the person appointing the proxy; or

26.5.2 the revocation of the proxy; or

26.5.3 the transfer of a Share in respect of which the proxy was given,

unless notice as to any of the abovementioned matters shall have been received by the Company or the chairperson of the meeting before the vote was cast or the act was done or before the poll was taken.

27. Shareholder's Resolutions

27.1 For an ordinary resolution to be approved it must be supported by more than 50% (fifty percent) of the voting rights of Shareholders exercised on the resolution.

27.2 For a special resolution to be approved it must be supported by at least 75% (seventy five percent) of the voting rights of Shareholders exercised on the resolution by Shareholders present at a meeting of Shareholders.

27.3 If any Shareholder abstains from voting in respect of any resolution, such Shareholder will, for the purposes of determining the number of votes exercised in respect of that resolution, be deemed not to have exercised a vote in respect thereof.

28. Shareholders Acting other than at a Meeting

28.1 In accordance with the provisions of section 60, subject to clause 28.3, a resolution that could be voted on at a Shareholders' meeting may instead be:

28.1.1 submitted by the Board to the Shareholders entitled to exercise the voting rights in relation to the resolution; and

28.1.2 voted on in writing by such Shareholders within a period of 20 (twenty) days after the resolution was submitted to them.

- 28.2 A resolution contemplated in clause 28.1:
- 28.2.1 will have been adopted if and when it is supported by persons entitled to exercise sufficient voting rights for it to have been adopted as an ordinary resolution or special resolution, as the case may be, at a properly constituted Shareholders' meeting; and
- 28.2.2 if adopted, will have the same effect as if it had been approved by voting at a meeting.
- 28.3 Subject to clause 28.4, all Shareholders' meetings that are called for in terms of the Listings Requirements must be convened by the Board (and such Shareholders' meetings shall be held in person and may not be held by means of a written resolution as is contemplated in section 60, save to the extent permitted by the Listings Requirements) for purposes of the Shareholders considering and, if deemed fit, approving the Shareholders' resolutions required to be passed by the Shareholders in terms of the Listings Requirements. For the avoidance of doubt, to the extent that the Listings Requirements permit a resolution to be voted on by Shareholders other than at a meeting as contemplated in section 60, Shareholders will be entitled to do so.
- 28.4 There is no prohibition or restriction in this Memorandum of Incorporation on the Company calling any meeting for the purposes of adhering to the Listings Requirements.

29. **Composition and Powers of the Board of Directors**

- 29.1 The Board shall comprise not less than such minimum number of Directors as is required by the Act and the Listings Requirements.
- 29.2 Subject to clause 29.4, the Company's Ordinary Shareholders shall be entitled at a general meeting of the Company to elect all of the Directors of the Company (and their alternates) for the time being and from time to time, by a separate ordinary resolution with respect to each such Director and each alternate; provided that (i) if the Ordinary Shareholders do not elect an alternate with respect to any Director, the Board shall, subject to section 66(4)(b), be entitled to appoint such alternate(s) and (ii) such alternate is not a person previously proposed to the Ordinary Shareholders as an alternate or as a Director but who was not elected by the Ordinary Shareholders when put to the vote. No appointment of a Director in terms of a resolution passed in terms of section 60 shall be competent.

- 29.3 Subject to section 66(4)(b), the Board has the power to appoint Directors (i) to fill a casual vacancy (being a vacancy on the Board which does not amount to the number of Directors being less than the minimum number of Directors prescribed in terms of this Memorandum of Incorporation) or (ii) as an addition to the Board (as contemplated in section 66(4)(a)(i)) and to remove any such Directors appointed; provided that any such appointment must be confirmed by the Ordinary Shareholders at the next annual general meeting of the Company.
- 29.4 Apart from satisfying the qualification and eligibility requirements set out in section 69, a person need not satisfy any further eligibility requirements or qualifications to become or remain a Director or a prescribed officer of the Company.
- 29.5 The elected Directors shall rotate in accordance with the provisions of this clause 29.5:
- 29.5.1 at the first annual general meeting of the Company, all the elected Directors shall retire from office, and at each subsequent annual general meeting (or other general meeting held on an annual basis), one third of the non-executive Directors for the time being, or if their number is not 3 (three) or a multiple of 3 (three), the number nearest to one third, but not less than one third, shall retire from office. If an elected Director is appointed as chief executive officer, financial Director or as an employee of the Company in any other capacity, the contract under which he is appointed may provide that he shall not, while he continues to hold that position or office, be subject to retirement by rotation and he shall not, in such case, be taken into account in determining the rotation or retirement of Directors;
- 29.5.2 the elected Directors to retire in every year shall be those who have been longest in office since their last election, but as between persons who were elected as Directors on the same day, those to retire shall, unless they otherwise agree among themselves, be determined by lot. Life directorships and directorships for an indefinite period shall not be permitted;
- 29.5.3 a retiring Director shall act as a Director throughout the meeting at which he or she retires and may be re-elected, provided that such Director is eligible;
- 29.5.4 the Ordinary Shareholders, at the general meeting at which a Director retires in the above manner, or at any other general meeting, may fill the vacancy by electing a person thereto;

- 29.5.5 if at any meeting at which an election of Directors ought to take place the offices of the retiring Directors are not filled, unless it is expressly resolved not to fill such vacancies, the meeting shall stand adjourned and the further provisions of this Memorandum of Incorporation, including clause 22.5, will apply *mutatis mutandis* to such adjournment, and if at such adjourned meeting the vacancies are not filled, the retiring Directors, or such of them as have not had their offices filled, shall be deemed to have been re-elected at such adjourned meeting.
- 29.6 The Directors may at any time and from time to time appoint any person or persons to act on behalf of the Company for such purposes and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the Directors in terms of this Memorandum of Incorporation) and for such period and subject to such conditions as the Directors may from time to time think fit and may from time to time vary or revoke any such appointment. Any such appointment may, if the Directors think fit, be made in favour of any company, the members, directors, nominees or managers of any company or firm, or otherwise in favour of any fluctuating body of persons, whether nominated directly or indirectly by the Directors. Any such agents as aforesaid may be authorised by the Directors to sub-delegate all or any of the powers, authorities and discretions for the time being vested in them.
- 29.7 All acts performed by the Directors or by a committee of Directors or by any person acting as a Director or a member of a committee shall, notwithstanding that it shall afterwards be discovered that there was some defect in the appointment of the Directors or persons acting as aforesaid, or that any of them were disqualified from or had vacated office, be as valid as if every such person had been duly appointed and was qualified and had continued to be a Director or member of such committee.
- 29.8 The remaining Directors in office may act notwithstanding any vacancy in their body, but if and so long as their number is reduced below the minimum number fixed in accordance with this Memorandum of Incorporation, they must as soon as possible and within 3 (three) months from the date that the number of Directors fell below the minimum, fill the vacancies or call a general meeting for that purpose. The failure by the Company to have the minimum number of Directors during the 3 (three) month period does not limit or negate the authority of the Board or invalidate anything done by the Board or the Company. After the expiry of the 3 (three) month period the remaining Directors shall only be permitted to act for the purpose of filling vacancies or calling general meetings of Ordinary Shareholders.

29.9 A Director may also hold any other office in the Company other than that of auditor, and may also hold office as director or manager of, or in any other capacity, in any other company in which the Company is a shareholder or is otherwise interested, and shall not be liable to account to the Company for any remuneration or other benefits receivable by him from such other company. The appointment of a Director in any other capacity in the Company and his remuneration must be determined by a disinterested quorum of Directors.

30. **Directors' Meetings**

30.1 Save as may be provided otherwise herein, the Directors may meet together for the despatch of business, adjourn and otherwise regulate their meetings as they think fit.

30.2 The Directors may elect a chairperson and a deputy chairperson or lead independent Director and determine the period for which each is to hold office. The chairperson, or in his absence the deputy chairperson or lead independent Director, shall be entitled to preside over all meetings of Directors. If no chairperson or deputy chairperson or lead independent Director is elected, or if at any meeting neither is present or willing to act as chairperson thereof within 10 (ten) minutes of the time appointed for holding the meeting, the Directors present shall choose 1 (one) of their number to be chairman of such meeting.

30.3 In addition to the provisions of section 73(1), any Director shall at any time be entitled to call a meeting of the Directors.

30.4 The quorum requirement for a Directors' meeting (including an adjourned meeting) shall be a majority of the total number of Directors, of whom the majority must be independent non-executive Directors.

30.5 Each Director has 1 (one) vote on a matter before the Board.

30.6 A majority of the votes cast on a resolution is sufficient to approve that resolution and, in the case of a tied vote, the chairperson shall not have a casting vote and the matter being voted on fails.

30.7 A resolution that could be voted on at a Board meeting may instead be:

30.7.1 submitted for consideration to each Director; and

30.7.2 voted on in writing by Directors entitled to exercise voting rights on that matter.

- 30.8 A resolution contemplated in clause 30.7 will have been adopted as a Board resolution if it has been supported in writing by the requisite majority (as determined in terms of clause 30.6) of the Directors in person who are entitled to exercise voting rights on the resolution proposed, and, if so adopted, such a resolution, inserted in the minute book, will have the same effect as if it had been adopted at a Board meeting.
- 30.9 In accordance with section 73(3), the Board may conduct a meeting entirely by electronic communication or provide for participation in a meeting by one or more Directors by electronic communication, provided that the electronic communication facility employed ordinarily enables all persons participating in that meeting to communicate concurrently with each other without an intermediary, and to participate effectively in the meeting.

31. Directors' Compensation

- 31.1 Any Director who:
- 31.1.1 serves on any executive or other committee; or
 - 31.1.2 devotes special attention to the business of the Company; or
 - 31.1.3 goes or resides outside the Republic for the purpose of the Company; or
 - 31.1.4 otherwise performs or binds himself to perform services which, in the opinion of the Directors, are outside the scope of the ordinary duties of a Director,
- may, to the extent that any such payment does not constitute remuneration for his or services as a Director as contemplated in section 66(8) or (9), be paid such extra remuneration or allowances in addition to or in substitution of the remuneration to which he may be entitled as a Director, as a disinterested quorum of the Directors may from time to time determine.
- 31.2 The Directors may also be paid all their travelling and other expenses necessarily incurred by them in connection with:
- 31.2.1 the business of the Company; and
 - 31.2.2 attending meetings of the Directors or of committees of the Directors of the Company.

32. Executive Directors

- 32.1 The Board may from time to time appoint one of their number as a chief executive officer, financial Director, or to any other executive office of the Company, for such term as they may think fit, and may revoke such appointment, subject to the terms of any agreement entered into in any particular case.
- 32.2 Subject to the provisions of any contract between such executive officer and the Company, the executive officer shall be a Director and shall be subject to the same provisions as to disqualification and removal as the other Directors of the Company.
- 32.3 The Directors may from time to time entrust to and confer upon the chief executive officer appointed in terms of clause 32.1 such powers exercisable in terms of this Memorandum of Incorporation by the Directors as they may think fit, and may confer such powers for such time and to be exercised for such objects and purposes, and upon such terms and conditions, and with such restrictions, as they think expedient; and they may confer such powers either collaterally with or to the exclusion of and in substitution for all or any of the powers of the Directors in that respect, and may from time to time revoke, withdraw, alter or vary all or any of such powers.

33. Indemnification of Directors

- 33.1 The Company shall be entitled to:
- 33.1.1 advance expenses to a Director and/or directly or indirectly indemnify a Director in respect of the defence of legal proceedings to the extent contemplated in section 78(4);
- 33.1.2 indemnify a Director in respect of liability as set out in section 78(5); and/or
- 33.1.3 purchase insurance to protect the Company or a Director as set out in section 78(7), and the powers of the Company in this regard are not limited, restricted or extended by this Memorandum of Incorporation.
- 33.2 The provisions of clause 33.1 shall apply *mutatis mutandis* in respect of any former Director, prescribed officer or member of any committee of the Board, including the audit committee.

34. Borrowing Powers

The Directors may from time to time exercise all of the powers of the Company to:

- 34.1 borrow for the purposes of the Company such sums as they think fit; and

34.2 secure the payment or repayment of any such sums, or any other sum, as they think fit, whether by the creation and issue of any Securities, mortgage or charge upon all or any of the property or assets of the Company.

35. Committees of the Board

35.1 General

35.1.1 The Board may appoint committees of Directors, including statutory committees and *ad hoc* committees, and delegate to any such committee any of the authority of the Board as set out in section 72(1).

35.1.2 Committees appointed by the Board in compliance with the Act and/or the Listings Requirements shall comprise at least three members and all *ad hoc* committees shall comprise the number of members determined by the Board from time to time.

35.1.3 The meetings and proceedings of any Board and statutory committee shall, unless otherwise required by the Act, be governed by the provisions herein contained for regulating the meetings and proceedings of the Directors, so far as the same are applicable thereto and, to the extent applicable, are not superseded by any regulations made by the Directors when appointing such committee and establishing its terms of reference.

35.2 Committees

35.2.1 The Company must establish an audit committee, a remuneration committee and a social and ethics committee in accordance with the requirements of the Act and the Listings Requirements

35.2.2 Neither the appointment nor the duties of the audit committee of the Company reduce the functions and duties of the Board, except with respect to the appointment, fees and terms of engagement of the auditor.

35.2.3 The Company shall pay all expenses reasonably incurred by its audit committee, including, if the audit committee considers it appropriate, the fees of any consultant or specialist engaged by the audit committee to assist it in the performance of its functions, subject to any Board approved budgetary constraints with respect thereto, having regard to, amongst other financial constraints and the solvency and liquidity test as applied to the Company.

36. Annual Financial Statements

36.1 The Company shall keep all such accurate and complete accounting records, in English, as are necessary to enable the Company to satisfy its obligations in terms of:

36.1.1 the Act;

36.1.2 any other law with respect to the preparation of financial statements to which the Company may be subject;

36.1.3 the Regulations; and

36.1.4 this Memorandum of Incorporation.

36.2 The Company shall each year prepare and distribute annual financial statements in accordance with applicable law and regulations.

36.3 The annual financial statements of the Company shall be prepared and audited in accordance with the provisions of section 30 and the Listings Requirements.

36.4 The Company shall be entitled to:

36.4.1 include a summarised form of the annual financial statements of the Company for the preceding year in any relevant notice of an annual general meeting, along with directions for obtaining a copy of the complete annual financial statements;

36.4.2 make such copy of the complete annual financial statements available on the Company's website; and

36.4.3 send any notice of an annual general meeting, including any summarised form of the annual financial statements of the Company for the preceding year forming part of such notice, electronically directly to those entitled to receive same and that have provided an email address for the purposes of electronic communications as envisaged in clause 39.2.2,

provided that the annual financial statements, or a summarised form of the annual financial statements, must be distributed to the Ordinary Shareholders by no less than 15 business days prior to the annual general meeting at which the annual financial statements will be presented.

37. Company Secretary

- 37.1 The Company must appoint a company secretary.
- 37.2 The company secretary must have the requisite knowledge of, or experience in respect of, relevant laws and be a permanent resident of the Republic.
- 37.3 The Board must fill any vacancy in the office of company secretary within 60 (sixty) business days after such vacancy arises by a person whom the Directors consider to have the requisite knowledge and experience.

38. Distributions

38.1 General

Subject to the provisions of the Act, and particularly section 46, the Board, or on the recommendation of the Board, the Ordinary Shareholders by ordinary resolution, may at any time make Distributions.

38.2 Distributions to Shareholders

- 38.2.1 This clause 38.2 shall apply to Distributions made to Shareholders on a class of Shares as envisaged in paragraph (a) of the definition of 'distributions' in the Act, and references in this clause 38.2 to "Distributions" shall be read accordingly.
- 38.2.2 Distributions shall be declared payable to the relevant Shareholders registered as such on the record date with respect to such Distribution, determined in terms of clause 23, provided that such record date in the case of the payment of any Distribution shall be a date subsequent to the date of sanctioning of the Distribution or declaring the Distribution by the Board, whichever is the later.
- 38.2.3 Distributions payable in cash shall be declared in the currency of the Republic of South Africa. The Board may, in its discretion and on such terms and conditions as it may determine, authorise the payment of any Distribution to a non-resident Shareholder in any foreign currency requested by the non-resident Shareholder, at the cost, expense and risk of the non-resident Shareholder in question.
- 38.2.4 In the case where several persons are registered as the joint holders of any Shares, any one of such persons may give to the Company effective receipts

for all or any Distributions and payments on account of Distributions in respect of such Shares.

- 38.2.5 Subject to clause 38.2.8, all cash Distributions, interest or other sums payable in cash to Shareholders shall be paid by electronic funds transfer or other electronic means, or as otherwise specified by the Board for time to time. Payment by any means into the bank account recorded in the Company's bank account register nominated by the Shareholder, or in the case of joint Shareholders into the bank account nominated by the Shareholder whose name stands first in the Securities Register in respect of the Share, shall discharge the Company of any further liability in respect of the amount concerned.
- 38.2.6 Every payment of a Distribution, interest or other sums made by electronic funds transfer shall be made at the risk of the Shareholder or joint Shareholders. The Company shall not be responsible for the loss or misdirection of any electronic funds transfer.
- 38.2.7 In respect of Distributions to Shareholders holding Shares listed on the JSE, payments to such Shareholders must be provided for in accordance with the Listings Requirements to the extent applicable and must not provide that capital shall be repaid on the basis that it may be called up again.
- 38.2.8 A Distribution may also be made and/or paid in any other way determined by the Directors, and if the directives of the Directors in that regard are complied with, the Company shall not be liable for any loss or damage which a Shareholder may suffer as a result thereof.
- 38.2.9 No Distribution shall bear interest against the Company, except as otherwise provided under the conditions of the issue of the Shares in respect of which such Distribution is payable.
- 38.2.10 Distributions and all monies due to Shareholders which are unclaimed for a period of not less than 3 (three) years from the date on which such distributions or monies became payable by the Company may, at the discretion of the Board be declared forfeit by the Board for the benefit of the Company.
- 38.2.11 For the avoidance of doubt, all monies due to Shareholders (including any Distributions in the form of monies) shall be held by the Company in trust in a suitable interest bearing account, as determined by the Board in its discretion,

in terms of which interest will accrue for the benefit of the relevant Shareholders, until lawfully claimed by the relevant Shareholders, but subject to the provisions of clause 38.2.10 and the laws of prescription from time to time, or until the Company is wound up.

- 38.2.12 Subject only to the provisions of any law to the contrary, Distributions may be declared either free of or subject to the deduction of income tax and any other tax or duty in respect of which the Company may be chargeable.
- 38.2.13 The Directors may from time to time declare and pay to the Shareholders such interim Distributions as the Directors consider appropriate.
- 38.2.14 Without detracting from the ability of the Company to issue capitalisation Shares, any Distribution may be effected and/or paid wholly or in part:
- 38.2.14.1 by the distribution of specific assets; or
 - 38.2.14.2 by the issue of Shares, debentures or Securities of the Company or of any other company; or
 - 38.2.14.3 in cash; or
 - 38.2.14.4 in any other way which the Directors or Company in general meeting may at the time of declaring the Distribution determine, including granting to Ordinary Shareholders a right of election between receiving any Distribution in cash or in the form of the distribution of specific assets.
- 38.2.15 Where any difficulty arises in regard to any Distribution, the Directors may settle that difficulty as they think expedient, and in particular may fix the value which shall be placed on such specific assets on Distribution.
- 38.2.16 The Directors may:
- 38.2.16.1 determine that cash payments shall be made to any Shareholder on the basis of the value so fixed in order to secure equality of Distribution; and
 - 38.2.16.2 vest any such assets in trustees upon such trusts for the benefit of the persons entitled to the Distribution as the Directors deem expedient.

38.3 Other Distributions

Distributions made by the Company as envisaged in paragraphs (b) and/or (c) of the definition of 'distributions' in the Act shall be effected in such manner and subject to such terms as the Directors or the Company in general meeting may at the time of declaring the Distribution determine.

39. Notices

39.1 All notices intended or required to be given by the Company to any Shareholder of the Company shall be given in any manner authorised by the Act.

39.2 Each Shareholder of the Company:

39.2.1 shall notify in writing to the Company an address, which address shall be his registered address for the purposes of receiving written notices from the Company by post; and

39.2.2 may notify in writing to the Company an email address and/or any other electronic address, which address shall be his address for the purposes of receiving notices by way of electronic communication and if such an address is provided, the Shareholder consents to any notices by the Company being sent to that Shareholder by way of electronic communication and not by post, to the extent permitted in terms of the Act and the Listings Requirements.

39.3 Any Shareholder whose address in the Securities Register is an address not within the Republic, and who shall from time to time furnish the Company with an address within the Republic at which notices can be served upon him, shall be entitled to have notices served upon him at such address.

39.4 In the case of joint holders of a Share, all notices shall, unless such holders otherwise in writing request and the Directors agree, be given to that Shareholder whose name appears first in the Securities Register and a notice so given shall be deemed sufficient notice to all the joint holders.

39.5 Any notice sent by any means permitted by the Regulations shall be deemed to have been delivered as provided for that method of delivery in the Regulations.

39.6 Every person who by operation of law, transfer or other means whatsoever becomes entitled to any Share, shall be bound by every notice in respect of that Share which, prior to his name and address being entered in the Securities Register, was given or deemed to be given to the person from whom he derives his title to such Share.

- 39.7 Any notice or document delivered or sent by post to or left at the registered address of any Shareholder in pursuance of this Memorandum of Incorporation shall, notwithstanding that such Shareholder was then deceased, and whether or not the Company has notice of his death, be deemed to have been duly served in respect of any Share, whether held solely or jointly with other persons by such Shareholder, until some other person be registered in his stead as the sole or joint holder thereof, and such service shall for all purposes of this Memorandum of Incorporation be deemed a sufficient service of such notice or document on his heirs, executors or administrators, and all persons (if any) jointly interested with him in any such Shares.
- 39.8 Notices for Shareholders' meetings must be sent to the JSE at the same time as the notice is given to the Shareholder. Notices for Shareholders' meetings must also be published via the Securities Exchange News Services of the JSE, or any successor service.

40. **Amendment of Memorandum of Incorporation**

- 40.1 This Memorandum of Incorporation may only be altered or amended by way of a special resolution of the Shareholders in accordance with section 16(1)(c), except if such amendment is in compliance with a Court order as contemplated in section 16(1)(a), in the manner set out in the Act, read together with the Listings Requirements and, to the extent applicable, any licencing conditions imposed on the Company.
- 40.2 While the Ordinary Shares of the Company remain listed on the JSE, the Board must, prior to proposing any amendments for approval by Ordinary Shareholders, submit any such proposed amendments to the Memorandum of Incorporation to the JSE for approval in accordance with the Listings Requirements.
- 40.3 If any proposed amendment to the Memorandum of Incorporation relates to the variation of any preferences, rights, limitations and other terms attaching to any other class of Securities already in issue, that amendment may not be implemented without a special resolution of the Securities Holders in respect of Securities in that class at a separate meeting. In such instances, the Securities Holders in respect of such Securities may also be allowed to vote at the meeting of the Ordinary Shareholders, subject to the limitation on the voting rights recorded in paragraph 10.5(c) of Schedule 10 of the Listings Requirements. No resolution of Ordinary Shareholders of the Company to amend the Memorandum of Incorporation which relates to the variation of any preferences, rights, limitations and other terms

attaching to a class of Securities shall be proposed or passed, unless the amendment has been approved by a special resolution of the Securities Holders of the Securities in that class.

40.4 Preferences, rights, limitations or other terms of any class of Securities must not be varied and no resolution may be proposed to the Company's Securities Holders for such variation in response to any objectively ascertainable external fact or facts, as provided for in sections 37(6) and (7).

41. **Company Rules**

The Board may not make, amend or repeal any Rules for the Company as contemplated in sections 15(3) to (5).

42. **Branch Register**

42.1 The Company, or the Board on behalf of the Company, may cause to be kept in any foreign country a branch register or Securities Register of Securities holders resident in such foreign country and the Board may, subject to the provisions of the Act, make and vary such regulations as it may think fit respecting the keeping of any such branch register or Securities Register.

42.2 Subject to and to the extent permitted by applicable law and regulation, and to the rules applicable to such a system, the Company may determine that any Securities or class of Securities held on a branch register may be held in uncertificated form in accordance with any system outside the Republic, which enables title to such Securities to be evidenced and transferred without a written instrument, and which is an electronic settlement environment for transactions to be settled and transfer of ownership in Securities to be recorded electronically.

42.3 Notwithstanding anything in this MOI to the contrary and subject to applicable law and regulation, the Directors, in their discretion, shall be entitled to put into place any mechanism and/or system in any jurisdictions and within or across numerous markets, whether involving third parties or otherwise, in relation to the recording, transfer, custody, clearing and settlement of Securities and/or title and/or interests in respect of same, whether or not in conjunction with or separate of any branch registers in place.